

Curry County New Mexico  
417 Gidding Street, Suite 100  
Clovis, NM 88101  
Phone (575) 763-6016  
Fax (575) 763-3656



COMMISSIONERS  
Robert O. Sandoval · District 1  
Ben McDaniel · District 2  
Chet Spear · District 3  
Seth Martin · District 4  
Robert Thornton · District 5

County Manager  
Lance A. Pyle

May 21, 2019

MuckRock News  
DEPT MR 52030  
411A Highland Ave  
Somerville, MA 02144-2516

To Whom It May Concern:

With the receipt of check #2260 for \$17.00, enclosed are the pages requested by IPRA Request of April 3, 2018 for contract between the County and the current vendor for inmate communication services at the County Detention Facility.

Should you require further information, please let us know of your request.

Sincerely,

Carol A. Pipes  
Finance Director

### **THIRD AMENDMENT TO MASTER SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO MASTER SERVICES AGREEMENT** is entered into this 3 day of October, 2017 by and between Curry County, a New Mexico governmental entity, hereinafter referred to as "County", and Securus Technologies, Inc., hereinafter referred to as "Provider".

**WHEREAS**, County and Provider have previously entered into a Master Services Agreement with an effective date of June 27, 2012 to provide telephone services at the Curry County Detention Center; and,

**WHEREAS**, the parties have previously entered a First Renewal to Master Services Agreement with an effective date of September 12, 2014, and a Second Amendment to Master Services Agreement with an effective date of September 13, 2016; and,

**WHEREAS**, paragraph 4 of the original Master Services Agreement allowed the parties to renew the Agreement for three (3) additional two (2) year periods; and,

**WHEREAS**, Curry County has retained ASA Architects to design and provide County with a building plan for a new Detention Facility Addition at the Curry County Adult Detention Center. Included within the Curry County Detention Center Renovation Project will be the addition of an Inmate Telephone and Video Visitation area. The Design and Construction of the Telephone and Video Visitation area will have an impact on the services provided by Securus under the existing Master Services Agreement; and,

**WHEREAS**, as of this date, Curry County is anticipating that it should have a contract in place with a Contractor to perform the work on the Detention Facility Addition to the Curry County Adult Detention Center by the beginning of March, 2018, with an anticipated seventeen (17) month construction period.

**NOW, THEREFORE, FOR CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN**, the parties stipulate and agree as follows:

1. The term of the Master Services Agreement, as amended, as set forth in Section 1 shall be extended from September 13, 2017 for a period of up to two years, through September 13, 2019 and/or a date 60 days after the inmate telephone and video visitation area in the Curry County Detention Center Renovation Project has been completed.
2. It is further stipulated and agreed that except as otherwise modified herein, each and every provision of the original Master Services Agreement, and the First Amendment and Second Amendment thereto shall remain in full force and effect.

**IN WITNESS THEREOF**, the parties have executed this Third Amendment to the Master Services Agreement an effective date of October 3, 2017, as noted by the signature of their duly authorized representatives hereto.

**Securus Technologies**

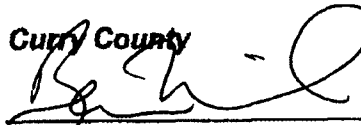


By:

Its: President

Date: 12-13-17

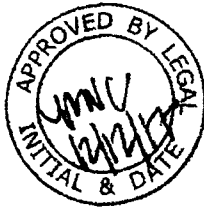
**Curry County**



By: Ben McDaniel

Its: Commissioner Chair

Date: 1-11-18



**SECOND AMENDMENT TO  
MASTER SERVICES AGREEMENT**

**THIS SECOND AMENDMENT** is effective as of the last date signed by a party that amends and supplements Second Amendment to Master Services Agreement and that certain Master Services Agreement with an Effective Date of June 27, 2012 by and between Curry County, a New Mexico Governmental Entity ("Customer") and Securus Technologies, Inc. ("Provider").

**WHEREAS**, Customer and Provider, pursuant to Section 4S of their Agreement, agree to renew the terms of their Agreement for an additional one (1) year period.

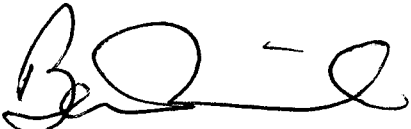
**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**TERM AND SCOPE.** This Second Renewal shall be effective, retroactively as of September 13, 2016, and shall extend and renew the Agreement for one (1) additional year, ending September 12, 2017. Except as otherwise modified herein, each and every provision of the Parties' Agreement shall remain in full force and effect.

**WITNESS WHEREOF**, the Parties have executed this Second Amendment with an Effective Date of September 13, 2016 by their duly authorized representatives.

**Curry County, New Mexico**

**Securus Technologies, Inc.**

By: 

By: 

Name: Ben L. McDaniel

Name: Robert Pickens

Title: Commission Chair

Title: President

Date: 3-7-2017

Date: 2-27-17





### FIRST RENEWAL TO MASTER SERVICE AGREEMENT

This FIRST RENEWAL ("First Renewal") is effective as of September 12, 2014 ("First Renewal Effective Date") and renews that certain Master Service Agreement with an Effective Date of June 28, 2012 ("Agreement") by and between Curry County, New Mexico ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Customer and provider, pursuant to Section 4 of their Agreement, agree to renew the terms of their Agreement for two (2) years, pursuant to the terms and conditions outlined in Section 4 and herein;

NOW, THEREFORE, as of the First Renewal Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**TERM AND SCOPE.** This First Renewal is effective as of September 12, 2014 and shall extend and renew the Agreement by two (2) years ending September 12, 2016. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.

The calling rates set forth on page 12 of the Agreement are replaced with the following chart:

| Call Type            | Collect    |            | AdvanceConnect |            | Debit/Cards |            |
|----------------------|------------|------------|----------------|------------|-------------|------------|
|                      | Connection | Per Minute | Connection     | Per Minute | Connection  | Per Minute |
| Local                | 1.00       | 0.15       | 0.00           | 0.15       | 0.00        | 0.15       |
| IntraLATA Intrastate | 1.00       | 0.15       | 0.00           | 0.15       | 0.00        | 0.15       |
| InterLATA Intrastate | 1.00       | 0.15       | 0.00           | 0.15       | 0.00        | 0.15       |
| InterLATA Interstate | 0.00       | 0.25       | 0.00           | 0.21       | 0.00        | 0.21       |
| IntraLATA Interstate | 0.00       | 0.25       | 0.00           | 0.21       | 0.00        | 0.21       |
| International        | N/A        | N/A        | N/A            | N/A        | 0.00        | 1.20       |

#### CHANGE IN COMMISSARY PROVIDER.

For all applicable purposes under the parties' Agreement, Customer's commissary provider is now Trinity Services Group, Inc.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the First Amendment Effective Date by their duly authorized representatives.

Curry County, New Mexico

By: Lance A. Pyle  
Name: Lance A. Pyle  
Title: Curry County Manager  
Date: 9-16-14

Securus Technologies, Inc.

By: Robert Pickens  
Name: Robert Pickens  
Title: President  
Date: 9-21-14

**Please return signed document to:**

14661 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

P. 101

**Master Services Agreement**  
**Curry County, New Mexico (NM)**  
**A003953**

This Master Services Agreement (this "Agreement") is by and between Curry County, New Mexico ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider" or "Contractor"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. Compensation. Compensation, if any, and the applicable payment addresses are as stated in the Schedules. Customer acknowledges that the compensation stated in the Schedule is in compliance with NMSA 33-14-1. Moreover, Customer agrees to cooperate fully with Provider in any challenge that this Agreement or any portion thereof is invalid under NMSA 33-14-1.

The obligations of the parties shall be effective as of the Effective Date, but the ~~initial term shall begin 75 days~~ ~~and the Effective Date~~ to allow for installation of hardware and/or implementation of network connectivity) and shall end on ~~the date that is 24 months thereafter~~. The parties shall have the right to renew this Agreement for three (3) additional two (2) year terms prior to the expiration of the then current term. Notwithstanding anything to the contrary, the County reserves the right to continue utilizing any of the providers identified in the Schedule or Application after the term of this contract ends at the County's sole cost and expense.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN

RECEIVED  
RG-27-12VSD

APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. Customer agrees to cooperate with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this



Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Appropriations. The terms of this contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this contract. If sufficient appropriations and authorizations are not made by the County, this contract shall terminate upon 30 days written notice given by County to Contractor. The County's decision as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

20. Termination. This contract may be terminated by either party hereto for cause upon sixty (60) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party. This Contract may also be terminated by either party for its convenience or because the project has been permanently abandoned, but only upon sixty (60) calendar days written notice.

In the event of termination, Contractor shall be compensated for all services performed and costs incurred up to the effective date of termination for which Contractor has not been previously compensated. Moreover, if the Agreement is terminated for any reason other than Contractor's breach, County will reimburse Contractor a prorated amount of the total retail cost of the Archonix X-Jail JMS system.

Upon receipt of notice of termination from County, Contractor shall discontinue the services unless otherwise directed and upon final payment from County shall deliver to or make available to County all inmate call recordings and/or inmate e-mail messages.

21. Independent Contractor. Contractor is, and at all times throughout the term of this contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor accomplishes and performs its services. Nevertheless, Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

Contractor represents that it has, or will secure, at its own expense, all personnel require in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

Contractor's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) Contractor is able, during the Term hereof, to perform services for other parties; and (ii) Contractor may perform for its own account other professional services outside the scope of this Contract.

22. No Joint Venture or Partnership. Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Contractor and County. Except as otherwise specifically set forth herein, neither Contractor nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

23. Disclaimer. County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Contractor or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

24. Dispute Resolution. In the event that a dispute arises between County and Contractor under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

25. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:

Curry County, New Mexico

By: Lance A. Pyle

Name: Lance A. Pyle

Title: Curry County Manager

Date: 6/12/12

Customer's Notice Address:

700 North Main, Suite #10  
Clovis, NM 88101

PROVIDER:

Securus Technologies, Inc.

By: Robert Pickens

Name: Robert Pickens

Title: Chief Operating Officer

Date: 6-23-12

Provider's Notice Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: General Counsel  
Phone: (972) 277-0300

Provider's Payment Address:

14651 Dallas Parkway, Suite 600  
Dallas, Texas 75254  
Attention: Accounts Receivable

Please return signed contract to:

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300

## Curry County, New Mexico (NM)

A003953

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Curry County, New Mexico ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

Archonix. During the Initial Term and subject to the terms and conditions of Customer's agreement with Archonix, we will purchase the XJail Jail Management System ("JMS") with funds from your Technology Grant (as specified below) and will pay the annual license and maintenance fees for the XJail JMS during the Initial Term of the Agreement. Notwithstanding, if the Agreement is terminated for any reason other than Provider's breach before the end of the Initial Term, you will reimburse us a prorated amount of \$182,385.00 (which represents the total XJail JMS retail cost). Such prorated amount will be calculated by multiplying the \$182,385.00 times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term. You shall pay any such refund within ten (10) days after any such termination. **All support for the product will be between Archonix and Customer. Any connection required between the video locations, if applicable, will be the responsibility of the Customer. The cost of maintenance for the Initial Term is provided by us through this Agreement; however, any additional maintenance will be between Customer and Archonix.**

Technology Grant. On the first day of the month following the installation of the System, we will provide you with a Technology Grant of up to \$25,140, which we will use to purchase the XJail JMS from Archonix on your behalf. All Technology Grant payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the payment has been made to the fund.

Signing and Annual Grants. ~~On the first day of the month following the installation of the System, we will award you a Signing Grant of \$2500. Thereafter, within thirty (30) days after each anniversary of the Schedule Effective Date during the Initial Term, we will award you an Annual Grant of \$2500.~~ If the Agreement is terminated for any reason before the end of the Initial Term, then you will refund to us an amount equal to the Signing Grant and/or Annual Grant times a fraction, the numerator of which is the number of months between the date of termination and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) fifteen percent (15%) per annum and (b) the maximum rate allowed by law. Moreover, if there is a change in rates mandated by law which materially impairs the benefits of the Agreement to Provider and the parties are unable renegotiate the terms of the Agreement to the mutual satisfaction of both parties, you will refund to us an amount an amount equal to the Signing Grant and/or Annual Grant times a fraction, the numerator of which is the number of months between the effective date of the rate change and the end of the Initial Term, and the denominator of which is the number of months in the Initial Term. You shall pay any such refund within ten (10) days after termination. All Signing and Annual Grant payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Signing and Annual Grants have been paid to you.

**FACILITIES AND RELATED SPECIFICATIONS:**

| Facility Name and Address   | Type of Call Management Service |
|---|---------------------------------|
| Curry County Adult Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101    | SCP                             |
| Curry County Juvenile Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101 | SCP                             |

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM****DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

|                  |   |
|------------------|---|
| Processor        | Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher |
| Operating System | Windows XP  |
| Browser          | Microsoft Internet Explorer 6.0 or better   |
| Memory           | At least 128 megabytes (MB) of RAM; 256 MB for optimum speed  |
| Drive            | CD-ROM or DVD drive   |
| Display          | Super VGA (1,024 x 768) or higher-resolution video adapter and monitor  |
| Peripherals      | Keyboard and Microsoft Mouse or compatible pointing device  |
| Internet         | Internet access   |

**SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. ~~CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY~~  
**OPENWORKSTATIONS(S).**

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

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|            |   |
|------------|---|
| Priority 1 | 30% or more of the functionality of the System is adversely affected by the System Event.   |
| Priority 2 | 5% - 29% of the functionality of the System is adversely affected by the System Event.  |
| Priority 3 | 5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues. |

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

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|            |          |
|------------|----------|
| Priority 1 | 2 hours  |
| Priority 2 | 24 hours |
| Priority 3 | 72 hours |

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

### INSTANT PAY™ PROGRAM

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#### DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

**Text2Connect™** Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

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### AUTOMATED INFORMATION SERVICES

#### DESCRIPTION:

We will provide the Automated Information Services (AIS™) through our third party vendor, Telerus as described herein. The AIS™ application automates internal inquiries from detainees and outside calls from friends and family members on one single platform. In addition, the application allows inmates' friends and families the ability to open or fund a pre-paid telephone account as well as fund an inmate's trust account. The application is accessed through a telephone IVR system that is available to all callers. Once facility staff has uploaded all required information, the system is able to automate information such as:

- Commissary balances (pending MIS system data flow)
- Charge information
- Court Appearance Dates, Times, locations
- Bond Amounts, Types
- Projected Release Dates
- Visitation Eligibility Times

Automated Information Services 2.0 is configurable to meet the specific needs of the facility. The standard option includes automation of inmate and facility information to constituents who call the existing main telephone number and to inmates at the County's facility. Customer will implement the following features:

- ✓ Automation of inmate and facility information to constituents (standard)
- ✓ Automation of inmate and facility information to inmates (standard)
- ✓ Ability to open or fund a Securus pre-paid telephone account
- ✓ Ability to fund an inmate trust account

The application provides all information automatically without staff intervention 24/7 from any standard day room or outside telephone with no new wiring required. Facility staff personnel must maintain information on the system. Customer shall be responsible for any/all integration fees incurred by its JMS/MIS system provider for AIS to receive inmate data.

#### PAYMENT:

AIS™ shall be free of charge during the Initial Term. Provider reserves the right to renegotiate the AIS™ monthly fee (the "AIS Fee") at the end of the Initial Term. Moreover, the parties acknowledge that the AIS™ Fee (or lack thereof) is based on the features selected and the Customer's estimated Average Daily Population ("ADP"). Therefore, on January 1st of every year during the term of service, Customer will provide its average ADP count so that the per inmate charge for AIS™, if any, may be adjusted for the following year. It is the Customer's responsibility to provide the ADP numbers and to request an adjustment in the price of AIS™ Fee. Provider will modify the AIS™ Fee per year based on a comparison of any three (3) consecutive months' ADP levels. If the ADP levels have fluctuated by more than fifteen percent (15%), Provider will modify the AIS™ Fee on a going forward basis. In addition, the AIS™ Fee is determined by AIS features chosen. Securus has the right to increase the AIS™ Fee if the feature set is modified or changed by the facility after contract execution.

#### VOICE BIOMETRICS™

Voice Biometrics™ provides validation of inmate personal identification numbers (PINs) through voice verification technology for purposes of improved security and reduced potential of fraud and consumer harassment by inmates.

#### INMATE DEBIT

##### DESCRIPTION:

~~A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.~~

##### INVOICING:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider reserves the right to deduct call credits from usage.

| Facility Name and Address   |
|---|
| Curry County Adult Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101    |
| Curry County Juvenile Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101 |

#### COMMISSARY ORDER BY PHONE

##### DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active Commissary Order by Phone at the Facility named in the chart below:



**FACILITIES AND RELATED SPECIFICATIONS:**

| Facility Name and Address   | Commissary Operator          |
|---|------------------------------|
| Curry County Adult Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101    | Swanson Services Corporation |
| Curry County Juvenile Detention Center<br>801 Mitchell Street<br>Clovis, NM 88101 | Swanson Services Corporation |

**CALLING RATES**

Provider will charge the calling rates set forth in the table below.

|                      | Per<br>Call | 1st<br>Minute | Additional<br>Minute |
|----------------------|-------------|---------------|----------------------|
| Local                | \$1.25      | \$0.00        | \$0.00               |
| IntraLATA/Intrastate | \$0.00      | \$0.19        | \$0.19               |
| InterLATA/Intrastate | \$0.00      | \$0.19        | \$0.19               |
| InterLATA/Interstate | \$0.00      | \$0.44        | \$0.44               |
| IntraLATA/Interstate | \$0.00      | \$0.44        | \$0.44               |
| International        | \$0.00      | \$1.20        | \$1.20               |

**Exhibit A: Customer Statement of Work**

**Curry County, New Mexico (NM)**

**A003953**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Curry County, New Mexico ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, up to 10 VPM sets, and storage for 4 years. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**EXECUTED as of the Effective Date.**

|   |  |
|---|--|
| <p><b><u>CUSTOMER:</u></b><br/>Curry County, New Mexico</p> <p>By: <u>Lance A Fyle 6/12/12</u></p> <p>Name: <u>Lance A Fyle</u></p> <p>Title: <u>CURRY County manager</u></p> | <p><b><u>PROVIDER:</u></b><br/>Securus Technologies, Inc.</p> <p>By: <u>Robert Pickens</u></p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> |
|---|--|

**Please return signed contract to:**

14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300